

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent and to keep the Tenant’s security deposit.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment in a sixty-unit building that the Landlord has operated since it opened in August of 2025.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from April 1, 2026 to March 31, 2027. The Tenant moved in during the last week of March 2026 and paid a security deposit of \$2,100.00. Rent in the amount of \$2,100.00 is due on the first day of the month.
- [5] On August 5, 2026 the Landlord’s representative (the “Representative”) served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of August 25, 2026 (the “First Notice”) for non-payment of August rent in the amount of \$2,100.00.
- [6] On August 31, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession. The Landlord also seeks to keep the Tenant’s security deposit.
- [7] On September 4, 2026 the Representative served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of October 24, 2026 (the “Second Notice”) for non-payment of September rent in the amount of \$2,100.00.
- [8] On September 17, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for September 29, 2026.
- [9] On September 23, 2026 the Rental Office emailed the parties a 45-page PDF evidence package.
- [10] On September 29, 2026 the Representative and the Tenant participated in the hearing.
- [11] The Representative confirmed that all evidence previously submitted to the Rental Office was included in the evidence package, except for an email that the Representative sent to the Rental Office earlier in the morning of the hearing. The Representative stated that he had not sent the Tenant the additional email evidence and the Representative decided not to rely upon the additional evidence. The Tenant did not submit evidence to the Rental Office before the hearing.

DISPOSITION

- [12] I find that the First Notice and the Second Notice are valid and the Application is allowed.
- [13] The Tenant and all occupants must vacate the Unit and return the Unit’s keys to the Landlord by the timeline below.
- [14] The Tenant can void this Order by the Landlord receiving all of the Tenant’s rent for August, September and October of 2026 and two non-sufficient funds fees, in the total amount of \$6,370.00, by the timeline ordered below.
- [15] The Landlord may keep the Tenant’s security deposit on the terms stated below.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit and return the Unit's keys to the Landlord?

ANALYSIS

- [16] The Landlord seeks to end the tenancy under subsection 60(1) of the Act which states:

A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

- [17] Rent is due on the first day of the month. The evidence establishes that August rent, in the amount of \$2,100.00, was owing on August 5, 2026, the date that the First Notice was served.

- [18] The evidence establishes that September rent, in the amount of \$2,100.00, was also owing on September 4, 2026, the date that the Second Notice was served.

- [19] August and September 2026 rent remained outstanding as of the September 29, 2026 hearing.

- [20] Therefore, the First Notice and the Second Notice were not invalidated under clause 60(4)(a), which states:

*Within 10 days after receiving a notice of termination under this section, the tenant may
(a) pay the overdue rent, in which case the notice of termination has no effect...*

- [21] The Tenant did not file an application disputing the First Notice or the Second Notice. Therefore, the Tenant is also deemed to have accepted these eviction notices under subsection 60(5) of the Act, which states:

*Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), the tenant
(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
(b) shall vacate the rental unit by that date.*

- [22] The evidence does not establish that the eviction notices were waived, the tenancy was reinstated or a new tenancy was created under section 74 of the Act.

- [23] I find that the First Notice and the Second Notice are valid and the Application is allowed.

- [24] The Tenant and all occupants must vacate the Unit and return the Unit's keys to the Landlord by the timeline below.

- [25] At the hearing the Representative stated that the Landlord will not enforce this Order if the Landlord receives all of the Tenant's rent for August, September and October 2026 rent (\$6,300.00) and the two non-sufficient funds fees (\$70.00) in full (total of \$6,370.00) by the ordered eviction date, which is provided below

- [26] The Tenant provided evidence regarding very difficult experiences.

- [27] The date in the First Notice that the Tenant was supposed to move out of the Unit was August 25, 2026. I will not extend the vacate date past the minimum seven-day period for enforcement of this Order by Sheriff Services provided in sections 85 and 89 of the Act because of the Tenant's current and significant rental arrears and non-sufficient funds fees, which currently amount to \$4,270.00.

- [28] The evidence presented establishes that the Tenant owes rent and non-sufficient funds fees to the Landlord exceeding the security deposit, including security deposit interest under section 14 of the *Act*.
- [29] I note that subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [30] If the Tenant's outstanding rent and non-sufficient funds fees remain unpaid as of October 6, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit, including interest, to offset part of the outstanding rent and fees.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on October 6, 2026**.
2. The Tenant and all occupants must vacate the Unit and return the Unit's keys to the Landlord by this time and date.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.
4. If the Landlord receives payment by October 6, 2026 of all of the Tenant's rent for August, September and October 2026 and the two non-sufficient funds fees, in the total amount of \$6,370.00, then this Order will be voided and the Landlord will not enforce this Order.
5. If the Tenant's outstanding rent and non-sufficient funds fees remain unpaid as of October 6, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit, including interest, to offset part of the outstanding rent and fees.

DATED at Charlottetown, Prince Edward Island, this 29th day of September, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
Residential Tenancy Officer

NOTICE**Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **7 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.